

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made at Warrensville Heights, Ohio, as of the 19 day of September, 1994, by and between COUNTY LINE LIMITED PARTNERSHIP, a Delaware limited partnership ("County Line"), and CPR Limited Partnership, an Ohio limited partnership ("CPR").

W I T N E S S E T H:

WHEREAS, County Line and CPR desire to effect an arrangement whereby County Line will furnish CPR with various services;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants made in this Agreement and for other valuable consideration (the receipt and sufficiency of which are hereby acknowledged), County Line and CPR hereby agree as follows:

1. Agreement Term.

This Agreement shall commence as of 19 Sept and continue until terminated with respect to all or some of the Services as provided in this Agreement.

2. Services.

2.1 CPR hereby retains County Line to perform, or arrange for the performance of, Administrative Services, Product Development Services, Manufacturing and Distribution Services and Marketing and Sales Services. County Line hereby agrees to be so retained and to use its best efforts in the performance of its responsibilities hereunder.

2.2 For purposes of this Agreement, the following terms shall have the meanings given them:

(a) "Administrative Services" means all business support functions, including, but not limited to, bookkeeping, accounting, billing, collection of accounts, personnel, insurance, computer and telephone system operation and maintenance and legal services.

(b) "Manufacturing and Distribution Services" means all manufacturing and distribution functions, including, but not limited to, raw material purchasing, manufacturing, quality control, warehousing and transportation.

(c) "Marketing and Sales Services" means all sales related activities, including, but not limited to, market research, product promotion, advertising, customer solicitation and service and warranty support.

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(d) "Product Development Services" means all product research and design services, including, but not limited to, product engineering and packaging.

(e) "Services" means any one or more of the Administrative Services, Manufacturing and Distribution Services, Marketing and Sales Services and Product Development Services which County Line is then performing for CPR.

2.3 In the performance of its obligations under this Agreement, County Line shall diligently and in good faith seek to promote the best interests of CPR. County Line shall have no liability to CPR for any mistake or error of judgment, any mistake of fact or law, or any act or omission, if such mistake, error, act or omission was taken or omitted, as the case may be, by County Line in a good faith effort to perform and carry out its responsibilities under this Agreement.

2.4 County Line shall have, and is hereby granted by CPR, full and complete power, authority and discretion to act for, and in the name, place and stead of, CPR in carrying out and discharging the Services. Any person doing business with or otherwise dealing in any transaction whatsoever with County Line within the scope of this Agreement shall be entitled to rely fully upon the power, authority and discretion of County Line to bind CPR in such business or transaction without making any specific inquiry into the actual power, authority and discretion of County Line under this Agreement. CPR hereby grants to County Line the right to sign, on behalf of CPR, all documents necessary to provide the Services to CPR hereunder and to perform County Line's duties and obligations under this Agreement including, but not limited to, check signing authority.

3. Fees and Other Charges.

While this Agreement is in effect, County Line shall charge and CPR shall pay fees for all Services. Said fees shall be based on County Line's fully burdened cost of providing such Services, including allowances for depreciation, charges for overhead and a reasonable profit. In addition, CPR shall pay interest on any funds advanced by County Line at the same interest rate charged or chargeable to County Line for such funds. All fees and charges shall be payable by CPR within fifteen (15) days of the date of County Line's invoice or other request for payment.

4. Ownership of Information.

4.1 All documents, records, financial information, customer lists and information, and any other written information regarding CPR developed or acquired by County Line during the Agreement shall be CPR's exclusive property.

4.2 Upon termination of this Agreement by either party (for any reason and regardless of cause), County Line shall immediately deliver to CPR all the documents and other items described in Section 4.1 not necessary for it to render any Services it must continue to provide.

5. Termination.

5.1 This Agreement may be terminated with respect to any or all of the Services by either party upon sixty (60) days written notice to the other party.

5.2 Either party may also terminate this Agreement if the other party materially breaches its obligations hereunder, provided that the party seeking such termination shall have given the breaching party written notice of such breach and it shall not have been cured within thirty (30) days of the date on which the notice thereof was received.

6. Books and Records.

6.1 County Line shall maintain, or cause to be maintained, true and accurate books of account reflecting the expenses incurred and revenues generated for CPR. Such books of account shall be located at County Line's principal office and shall be based on generally accepted accounting principles unless otherwise directed or approved by CPR.

6.2 CPR, at its expense, shall have the right, at all reasonable times during normal business hours, to audit, examine and make copies of or extract from the books or accounts maintained by County Line and from any other records maintained by County Line with respect to the Services rendered on behalf of CPR.

7. Miscellaneous.

7.1 This Agreement is intended to create a contractual arrangement between the parties whereby County Line provides Services to CPR hereunder as an independent contractor.

7.2 This Agreement constitutes the entire agreement between CPR and County Line regarding the subject matter hereof. All prior oral or other written agreements or arrangements regarding the subject matter hereof are hereby merged into and superseded by this Agreement.

7.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

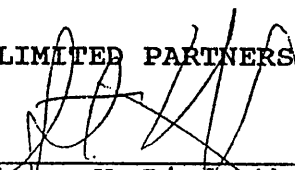
7.4 This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their successors, transferees and assigns.

IN WITNESS WHEREOF, the Parties have set their hands as of the day and year first above written.

COUNTY LINE LIMITED PARTNERSHIP

By: 
Steven W. Lindseth, President
of Catalog Products, Inc.,
General Partner

CPR LIMITED PARTNERSHIP

By: 
Steven W. Lindseth, President
of County Line Limited
Partnership, General Partner

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